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County of Santa Clara
24CV448825
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SUPERIOR COURT OF CALIFORNIA
SANTA CLARA COUNTY

Sarah Cantu, (See additional parties list
with plaintiffs attached)

Plaintiff,

v.

23ANDME, INC.,

Defendant.

Case No. 24CV448825

**COMPLAINT FOR CIVIL
DAMAGES AND INJUNCTIVE
RELIEF**

- 1. Negligence;**
- 2. Breach Of Actual and Implied Contract;**
- 3. Invasion of Privacy- Intrusion Upon Seclusion;**
- 4. Unjust Enrichment.**

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Sarah Cantu, (See additional parties list with plaintiffs attached) (collectively "Plaintiffs") allege against Defendant 23andMe, Inc. ("23andMe" or "Defendant") as follows:

SUMMARY:

- Defendant is a genomic and biotechnology company that looks at an individual's genome for the purpose of creating unique, personalized genetic reports on ancestral

origins, personal genetic health risks, chances of passing on carrier conditions, and pharmacogenetics.¹

2. To take advantage of Defendant's services, customers had to provide sensitive personal, genetic, and biological information. To gain the trust of potential customers Defendant expressly advertised the importance of security as "Privacy is in our DNA".

3. On or about October 6, 2023, Defendant announced, via their website, that unauthorized threat actors had accessed 23andMe accounts and compiled customer profile information (the "Data Breach").²

4. The Data Breach contained millions of individuals' private identifying information (hereinafter "PII"), including, but not limited to: names, sex, date of birth, usernames, genetic ancestry, profile photos, geographical locations, living biological relatives, and data about individuals' ethnicity.

5. Plaintiffs are customers of 23andMe that were victims of the Data Breach. Due to the Data Breach, Plaintiffs' PII was released, stolen, and offered for sale on the dark web.

6. Defendant had a non-delegable duty and responsibility to implement and maintain reasonable security measures to secure, safeguard, and protect the private information that it collected, stored, and maintained for Plaintiffs.

7. Defendant disregarded the rights of Plaintiffs by intentionally, willfully, recklessly, or negligently failing to implement adequate and reasonable measures to ensure that Plaintiffs' PII was safeguarded, failing to take all available steps to prevent unauthorized disclosure of data, and failing to follow applicable, and appropriate protocols, policies, and procedures regarding the encryption of data. The Data Breach was a direct result of Defendant's failure to implement adequate and reasonable cyber-security procedures and protocols necessary to protect victims' PII.

8. As a result of Defendant's failure to implement adequate data security measures,

¹ <https://www.23andme.com/#> (last visited January 9, 2024).

² <https://blog.23andme.com/articles/addressing-data-security-concerns>

1 Plaintiffs have suffered actual harm in the disclosure of their PII to unknown and
2 unauthorized third parties. Plaintiffs have suffered injury and ascertainable losses in
3 the form of the present and imminent threat of fraud and identity theft, loss of the
4 benefit of their bargain, out-of-pocket expenses, loss of value of their time reasonably
5 incurred to remedy or mitigate the effects of the attack, and the loss of, and diminution
6 in, value of their PII. Plaintiffs also remain vulnerable to future cyberattacks and
7 thefts from the data in Defendant's possession.

- 8 9. As such, Plaintiffs assert claims for negligence, breach of implied contract, invasion
9 of privacy, and unjust enrichment.

10
11 **JURISDICTION AND VENUE:**

- 12 10. This Court has subject matter jurisdiction over this action pursuant to Article VI,
13 section 10 of the California Constitution and Code of Civil Procedure section 410.10
- 14 11. This Court has personal jurisdiction over Defendant because it is headquartered in
15 the State of California, county of Santa Clara, and purposefully avails itself of the
16 laws, protections, and advantages of this State.
- 17 12. Venue is proper in this Court because Defendant conducts business in this County
18 and reaped substantial profits from customers in this County. In addition, in its own
19 Terms of Service, Defendant has agreed "...to submit to the exclusive jurisdiction of
20 any state or federal court located in Santa Clara County, California (except for small
21 claims court actions which may be brought in the county where you reside), and
22 waive any jurisdictional, venue, or inconvenient forum objections to such courts."
23 Finally, a substantial part of the acts and conduct charged herein occurred in this
24 County.

25
26 **PARTIES:**

- 27 13. Plaintiffs are residents of California who provided 23andMe with a DNA sample for
28 analysis and whose private identifying information was compromised by the Data

Breach.

14. Plaintiff Shervin Harirchian is currently a resident of Arizona. Plaintiff Harirchian was a resident of California who provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach as a California resident.

15. Plaintiff Brenda Pettit Silva is currently a resident of Arizona. Plaintiff Silva was a resident of California who provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach as a California resident.

16. Plaintiff Tom Campbell is currently a resident of Illinois. Plaintiff Campbell was a resident of California who provided 23andMe with a DNA sample for analysis and whose private identifying information was compromised by the Data Breach as a California resident.

17. Defendant 23andMe, Inc. is a biotechnology company headquartered in California that collects and analyzes an individual's genome for the purpose of creating personalized genetic reports directly to consumers.

FACTUAL ALLEGATIONS:

Defendant collected and stored Plaintiffs' PII

18. Defendant collects PII from their customers in the course of doing business.

19. As a condition of receiving Defendant's services, Plaintiffs were required to entrust Defendant with highly sensitive genetic information, information derived from genetic testing, health information, ancestral origin, and other confidential and sensitive PII. 23andMe then stores that information in its platform.

20. According to the Privacy Statement on 23andMe's website, the company collects the following categories of customer information:

- a) Registration Information, including name, user ID, password, date of birth, billing address, shipping address, payment information, account authentication

1 information, and contact information (such as email address and phone number).

2 b) Genetic information, including “[i]nformation regarding your genotype (e.g., the
3 As, Ts, Cs, and Gs at particular locations in your DNA)” and “the 23andMe genetic
4 data and reports provided to you as part of our Services.”

5 c) Sample Information, including “[i]nformation regarding any sample, such as a
6 saliva sample, that you submit for processing to be analyzed to provide you with
7 Genetic Information, laboratory values or other data provided through our
8 Services.”

9 d) Self-Reported Information, including “gender, disease conditions, health related
10 information, traits, ethnicity, family history, or anything else you want to provide
11 to us within our Service(s).”

12 e) User Content, including “[i]nformation, data, text, software, music, audio,
13 photographs, graphics, video, messages, or other materials, other than Genetic
14 Information and Self-Reported Information, generated by users of 23andMe
15 Services and transmitted, whether publicly or privately, to or through 23andMe. For
16 example, User Content includes comments posted on our Blog or messages you
17 send through our Services.”

18 f) Web-Behavior Information, including “[i]nformation on how you use our Services
19 or about the way your devices use our Services is collected through log files,
20 cookies, web beacons, and similar technologies (e.g., device information, device
21 identifiers, IP address, browser type, location, domains, page views).”

22 g) Biometric Information, including “[c]ertain Self-Reported Information you provide
23 to us or our service providers to verify your identity using biological
24 characteristics.”

25 21. As part of its advertising, Defendant promises to maintain the confidentiality of
26 Plaintiffs’ PII to ensure compliance with federal and state laws and regulations, and
27 not to use or disclose Plaintiffs’ PII for non-essential purposes.

28 22. Defendant’s Privacy Policy states that it “encrypt[s] all sensitive information and

conduct[s] regular assessments to identify security vulnerabilities and threats.”³

23. By obtaining, collecting, using, and deriving a benefit from Plaintiffs’ PII, Defendant assumed legal and equitable duties and knew or should have known that it was responsible for protecting Plaintiffs’ PII from unauthorized disclosure.

24. Additionally, Defendant had and continues to have obligations created by applicable state law, reasonable industry standards, common law, and its own assurances and representations to keep Plaintiffs’ PII confidential and to protect such PII from unauthorized access.

25. Defendant created the reasonable expectation and mutual understanding with Plaintiffs that it would comply with its obligations to Plaintiffs’ information, including the PII, confidential and secure from unauthorized access.

26. Plaintiffs have the utmost privacy interest in the highly sensitive nature of PII and would not have been induced to purchase the genetic testing offered by Defendant had Defendant not included privacy assurances within its advertising.

27. Plaintiffs took reasonable steps to maintain the confidentiality of their PII and relied on Defendant to keep their PII confidential and securely maintained, to use this information for business purposes only, and to make only authorized disclosures of this information.

Data Breach

28. On October 6, 2023, Defendant revealed that threat actors were able to access customer accounts and obtain customers’ PII without authorization and consent.

29. Despite the prevalence of public announcements of data breach and data security compromises in recent years, Defendant failed to take sufficient steps to protect Plaintiffs’ PII from being compromised.

30. Upon information and belief, Defendant did not require two-factor authentication to protect Plaintiffs’ PII at the time of the Data Breach.

³ <https://www.23andme.com/privacy/>

1 31. Upon information and belief, Defendant did not adequately monitor, secure, and/or
2 encrypt its servers and Plaintiffs' PII.

3 32. Upon information and belief, Defendant could have prevented the Data Breach.

4 33. Upon information and belief, the cyberattack was expressly designed to gain access
5 to private and confidential data, including Plaintiffs' PII.

6 34. Due to Defendant's inadequate security measures, Plaintiffs now face a present,
7 immediate, and ongoing risk of fraud and identity theft and must deal with that threat
8 indefinitely.

9
10 ***Defendant failed to adequately protect the PII and failed to timely notify Plaintiffs their***
11 ***data had been compromised***

12 35. On November 6, 2023, one month after it disclosed the breach, 23andMe announced
13 that it was "requiring all customers use a second step of verification to sign into their
14 account."

15 36. On information and belief, Defendant did not begin notifying Plaintiffs their specific
16 PII had been compromised until on or after December 1, 2023.

17 37. On information and belief, Defendant continues to fail to take reasonable and
18 adequate measure to notify all impacted customers that their PII has been
19 compromised.

20 38. At all relevant times, Defendant had a duty to exercise reasonable care in obtaining,
21 retaining, securing, safeguarding, deleting, and protecting the PII in Defendant's
22 possession from being compromised, lost, stolen, accessed, and misused by
23 unauthorized persons.

24 39. At all relevant times, Defendant had a duty to properly secure the collected PII,
25 encrypt and maintain such information using industry standard methods, create and
26 implement reasonable data security practices and procedures, train its employees,
27 utilize available technology to defend its systems from invasion, act reasonably to
28 prevent foreseeable harm to Plaintiffs, and to promptly notify Plaintiffs when

Defendant became aware that Plaintiffs' PII may have been compromised.

40. Defendant touted its security and privacy as part of their advertising. Defendant's duty to use reasonable security measures arose as a result of the Plaintiffs' reasonable reliance on Defendant to secure their highly sensitive personal data. Plaintiffs surrendered the data to obtain Defendant's services under the express condition that Defendant would keep it private and secure. Accordingly, Defendant also has a duty to safeguard their data, independent of any statute.

41. Defendant owed a duty of care to Plaintiffs because they were foreseeable and probable victims of any inadequate data security practices.

Value of the PII

42. PII are highly valuable for identity thieves and personal information is sold on several underground internet websites for \$40 to \$200⁴ per identity.

43. Identity thieves can use PII, such as that of Plaintiffs to perpetrate a variety of crimes such as immigration fraud, obtaining a driver's license or identification card in the victim's name but with another's picture, using the victim's information to obtain government benefits, or filing a fraudulent tax return using the victim's information to obtain a fraudulent refund.

44. Criminals can also use stolen PII to extort a financial payment by leveraging sensitive healthcare information, for example a sexually transmitted disease or terminal illness, to extort or coerce the victim.

45. Familial relationships and ethnic background can be used to target certain minority groups with threats or even violence.

46. Data breaches involving medical information are more difficult to detect, and take longer to uncover, than normal identity theft. In warning consumers on the dangers of medical identity theft, the FTC states that an identity thief can use private

⁴ Anita George, DIGITAL TRENDS, Your personal data is for sale on the dark web. Here's how much it costs (Oct. 16, 2019), <https://www.digitaltrends.com/computing/personal-data-sold-on-the-dark-web-how-much-it-costs/>

information “to see a doctor, get prescription drugs, buy medical devices, submit claims with your insurance provider, or get other medical care.”⁵ The FTC also warns that if a thief’s health information is mixed with the victim’s it “could affect the medical care [they are] able to get or the health insurance benefits [they are] able to use.”⁶

47. Defendant is a large, sophisticated organization with the resources to deploy robust cybersecurity protocols. It knew, or should have known, that the development and use of such protocols were necessary to fulfill its statutory and common law duties to Plaintiffs. It knew, or should have known, that PII is sought after and valuable target for thieves and that there was a high likelihood this information would be targeted. Therefore, its failure to do so is intentional, willful, reckless, and/or grossly negligent.

48. Defendant disregarded the rights of Plaintiffs by, inter alia, (i) intentionally, willfully, recklessly, or negligently failing to take adequate and reasonable measures to ensure that its network servers were protected against unauthorized intrusions; (ii) failing to disclose that it did not have adequately robust security protocols and training practices in place to adequately safeguard Plaintiffs’ PII; (iii) failing to take standard and reasonably available steps to prevent the Data Breach; (iv) concealing the existence and/or extent of the Data Breach for an unreasonable duration of time; and (v) failing to provide Plaintiff prompt and accurate notice of the Data Breach.

49. Plaintiffs have suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and suffer fear, stress, anxiety and increased concerns for the loss of their privacy and PII being in the hands of criminals.

50. As a result of the Data Breach, Plaintiffs anticipate spending considerable time and money on an ongoing basis to try to mitigate and address harms caused by the Data Breach.

⁵ See What to Know About Medical Identity Theft, FEDERAL TRADE COMMISSION CONSUMER INFORMATION,

<https://www.consumer.ftc.gov/articles/what-know-about-medical-identity-theft> (last visited Oct. 2, 2023).

⁶ *Id.*

1 51. As a result of the Data Breach, Plaintiffs are at risk and will continue to be at increased
2 risk of identity theft and fraud for years to come.

3 52. Plaintiffs have a continuing interest in ensuring that their Private Information, which,
4 upon information and belief, remains backed up in Defendant's possession, is
5 protected and safeguarded from future breaches.

6 ***Defendant Fails to Comply with FTC Guidelines***

7 53. The Federal Trade Commission ("FTC") has promulgated numerous guides for
8 businesses which highlight the importance of implementing reasonable data security
9 practices.

10 54. FTC guidelines note that businesses should protect the personal customer information
11 that they keep; properly dispose of personal information that is no longer needed;
12 encrypt information stored on computer networks; understand their network's
13 vulnerabilities; and implement policies to correct any security problems.

14 55. The guidelines also recommend companies not maintain Private Information longer
15 than is needed for authorization of a transaction; limit access to sensitive data; require
16 complex passwords to be used on networks; use industry-tested methods for security;
17 monitor for suspicious activity on the network; and verify that third-party service
18 providers have implemented reasonable security measures. Further, it recommends
19 businesses use an intrusion detection system to expose a breach as soon as it occurs;
20 monitor all incoming traffic for activity indicating someone is attempting to hack the
21 system; watch for large amounts of data being transmitted from the system; and have
22 a response plan ready in the event of a breach.⁷

23 56. The FTC guidelines also form part of the basis of Defendant's duty in this regard.

24 57. Upon information and belief, Defendant was at all times fully aware of its obligation
25 to protect the PII of its customers, Defendant was also aware of the significant
26 repercussions that would result from its failure to do so. Accordingly, Defendant's

27
28 ⁷ Protecting Personal Information: A Guide for Business, Federal Trade Commission (2016). Available at
https://www.ftc.gov/system/files/documents/plain-language/pdf-0136_proteting-personal-information.pdf
(last visited Oct. 2, 2023).

conduct was particularly unreasonable given the nature and amount of PII it obtained and stored and the foreseeable consequences of the immense damages that would result to Plaintiffs.

Injuries and Damages:

58. As a result of the Data Breach, Plaintiffs have all sustained actual injuries and damages, including: (i) lost or diminished value of their PII; (ii) lost opportunity costs associated with attempting to mitigate the actual consequences of the Data Breach, including but not limited to lost time; (iii) lost time spent on activities remedying harms resulting from the Data Breach; (iv) invasion of privacy; (v) loss of benefit of the bargain; (vi) the continued and certainly increased risk to their PII; and (vii) fear, stress, and anxiety.

59. The information disclosed in this Data Breach is impossible to change. Plaintiffs will have to monitor for identity theft and breaches their entire lives. The retail cost of credit monitoring and identity theft monitoring can cost around \$200 a year per Plaintiff. This is a reasonable and necessary cost to monitor to protect Plaintiffs from the risk of identity theft that arose from the Data Breach. This is a future cost that Plaintiffs would not need to bear but for Defendant's failure to safeguard their PII.

CLAIMS FOR RELIEF:

COUNT I: Negligence

(On behalf of all Plaintiffs).

60. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

61. At all times herein relevant, Defendant owed Plaintiffs a duty of care, *inter alia*, to act with reasonable care to secure and safeguard their PII and to use commercially reasonable methods to do so. Defendant took on this obligation upon accepting and storing the PII of Plaintiffs in its computer systems and on its networks.

62. Defendant knew that the PII was private and confidential and should be protected

1 and, thus, Defendant owed a duty of care not to subject Plaintiffs to an unreasonable
2 risk of harm because they were foreseeable and probable victims of any inadequate
3 security practices.

4 63. Defendant knew, or should have known, of the risks inherent in collecting and storing
5 PII, the vulnerabilities of its data security systems, and the importance of adequate
6 security.

7 64. Defendant knew, or should have known, that its data systems and networks did not
8 adequately safeguard Plaintiffs' PII.

9 65. Only Defendant was in the position to ensure that its systems and protocols were
10 sufficient to protect the PII that Plaintiffs had entrusted to it.

11 66. Because Defendant knew that a breach of its systems could damage thousands of
12 individuals, including Plaintiffs, Defendant had a duty to adequately protect its data
13 systems and the PII contained therein.

14 67. Plaintiffs' willingness to entrust Defendant with their PII was predicated on the
15 understanding that Defendant would take adequate security precautions.

16 68. Moreover, only Defendant had the ability to protect its systems and the PII stored on
17 them from attack.

18 69. Defendant also had independent duties under state laws that required Defendant to
19 reasonably safeguard Plaintiffs' PII and promptly notify them about the Data Breach.
20 These "independent duties" are untethered to any contract between Defendant and
21 Plaintiffs.

22 70. Defendant breached its general duty of care to Plaintiffs in, but not necessarily limited
23 to, the following ways:

24 a) By failing to exercise reasonable care in obtaining, retaining, securing,
25 safeguarding, deleting, and protecting the PII in its possession;

26 b) By failing to protect Plaintiffs' PII using reasonable and adequate
27 security procedures and systems that were/are compliant with FTC
28 guidelines and industry-standard practices.

- c) By failing to implement processes to detect the Data Breach, security incidents or intrusions,
- d) By failing to quickly and to timely act on warnings about data breaches;
- e) By failing to timely and promptly notify Plaintiff of any data breach, security incident, or intrusion that affected or may have affected their PII; and
- f) By failing to provide adequate supervision and oversight of the PII with which it was and is entrusted, in spite of the known risk and foreseeable likelihood of breach and misuse.

71. Defendant's willful failure to abide by these duties was wrongful, reckless, and grossly negligent in light of the foreseeable risks and known threats.

72. To date, Defendant has not provided sufficient information to Plaintiffs regarding the extent of the unauthorized access and continues to breach its disclosure obligations to Plaintiffs.

73. Further, through its failure to provide clear notification of the Data Breach to Plaintiffs, Defendant prevented Plaintiffs from taking meaningful, proactive steps to secure their PII.

74. There is a close causal connection between Defendant's failure to implement security measures to protect the PII of Plaintiffs and the harm suffered, or risk of imminent harm suffered, by Plaintiffs.

75. Defendant's wrongful actions, inactions, and omissions constituted, and continue to constitute, common law negligence.

76. As a direct and proximate result of Defendant's negligence and negligence per se, Plaintiffs have suffered and will suffer injury, including but not limited to:

- a) actual identity theft;
- b) the loss of the opportunity of how their PII is used;
- c) the compromise, publication, and/or theft of their PII;
- d) out-of-pocket expenses associated with the prevention, detection, and

recovery from identity theft, tax fraud, and/or unauthorized use of their PII;

e) lost opportunity costs associated with effort expended and the loss of productivity addressing and attempting to mitigate the actual and future consequences of the Data Breach, including but not limited to, efforts spent researching how to prevent, detect, contest, and recover from embarrassment and identity theft;

f) the continued risk to their PII, which may remain in Defendant's possession and is subject to further unauthorized disclosures so long as Defendant fails to undertake appropriate and adequate measures to protect Plaintiffs' PII in its continued possession; and

g) future costs in terms of time, effort, and money that will be expended to prevent, detect, contest, and repair the impact of the PII compromised as a result of the Data Breach for the remainder of the lives of Plaintiffs.

77. As a direct and proximate result of Defendant's negligence and negligence per se, Plaintiffs have suffered and will continue to suffer other forms of injury and/or harm, including, but not limited to, anxiety, emotional distress, loss of privacy, and other economic and non-economic losses.

COUNT II: BREACH OF ACTUAL AND IMPLIED CONTRACT

(On behalf of all Plaintiffs)

78. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

79. Defendant specifically advertised a feature of the service they offer is privacy and security.

80. Plaintiffs believed their PII would be stored and remain private and secure as a condition of purchasing Defendant's services. In so doing, Plaintiffs entered into actual and implied contracts with Defendant by which Defendant agreed to safeguard and protect such information, to keep such information secure and confidential, and

1 to timely and accurately notify Plaintiffs if their data had been breached and
2 compromised or stolen.

3 81. At the time Defendant acquired the PII of Plaintiffs, there was a meeting of the minds
4 and a mutual understanding that Defendant would safeguard the PII and not take
5 unjustified risks when storing the PII.

6 82. Implicit in the agreements between Plaintiffs and Defendant to provide PII, was the
7 Defendant's obligation to: (a) use such PII for business purposes only, (b) take
8 reasonable steps to safeguard that PII, (c) prevent unauthorized disclosures of the PII,
9 (d) retain the PII only under conditions that kept such information secure and
10 confidential, and (e) provide Plaintiffs with prompt and sufficient notice of any and
11 all unauthorized access and/or theft of their PII.

12 83. Plaintiffs fully performed their obligations under the actual and implied contracts
13 with Defendant.

14 84. Defendant breached the actual and implied contracts they made with Plaintiffs by
15 failing to safeguard and protect their personal information, by failing to delete the
16 information that it no longer needed, and by failing to provide timely and accurate
17 notice to them that personal information was compromised as a result of the Data
18 Breach.

19 85. As a direct and proximate result of Defendant's above-described breach of actual and
20 implied contract, Plaintiffs have suffered, and will continue to suffer, ongoing,
21 imminent, and impending threat of identity theft crimes, fraud, and abuse; actual
22 identity theft crimes, fraud, and abuse; loss of the confidentiality of the stolen
23 confidential data; the illegal sale of the compromised data on the dark web; expenses
24 and/or time spent on credit monitoring and identity theft insurance; time spent
25 scrutinizing bank statements, credit card statements, and credit reports; expenses
26 and/or time spent initiating fraud alerts, decreased credit scores and ratings; lost work
27 time; fear, stress, and anxiety; and other economic and non-economic harm.

28 86. As a direct and proximate result of Defendant's above-described breach of actual and

1 implied contract, Plaintiffs are entitled to recover actual, consequential, and nominal
 2 damages to be determined at trial.

3 **COUNT III: INVASION OF PRIVACY – INTRUSION UPON SECLUSION**

4 (On behalf of all Plaintiffs)

5 87. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

6 88. Plaintiffs have a legally protected privacy interest in their PII, which is and was
 7 collected, stored and maintained by Defendant, and they are entitled to the reasonable
 8 and adequate protection of their PII against foreseeable unauthorized access, as
 9 occurred with the Data Breach.

10 89. Plaintiffs reasonably expected that Defendant would protect and secure their PII from
 11 unauthorized parties and that their PII would not be accessed, removed, and/or
 12 disclosed to any unauthorized parties or for any improper purpose.

13 90. Defendant intentionally intruded into Plaintiffs' seclusion by disclosing without
 14 permission their PII to a third party. Defendant's acts and omissions giving rise to the
 15 Data Breach were intentional in that the decisions to implement lax security and
 16 failure to timely notice Plaintiffs were undertaking willfully and intentionally.

17 91. By failing to keep Plaintiffs' PII secure, and disclosing PII to unauthorized parties for
 18 unauthorized use, Defendants unlawfully invaded Plaintiffs' privacy right to
 19 seclusion by, inter alia:

- 20 a) invading their privacy by improperly using their PII obtained for a specific purpose
- 21 for another purpose, or disclosing it to unauthorized persons;
- 22 b) failing to adequately secure their PII from disclosure to unauthorized persons; and
- 23 c) enabling the disclosure of their PII without consent.

24 92. This invasion of privacy resulted from Defendant's intentional failure to properly
 25 secure and maintain Plaintiffs' PII, leading to the foreseeable unauthorized access,
 26 removal, and disclosure of this unguarded and private data.

27 93. Plaintiffs' PII is the type of sensitive, personal information that one normally expects
 28 will be protected from exposure by the very entity charged with safeguarding it.

Further, the public has no legitimate concern in Plaintiffs' PII, and such information is otherwise protected from exposure to the public by various statutes, regulations and other laws.

94. The disclosure of Plaintiffs' PII to unauthorized parties is substantial and unreasonable enough to be legally cognizable and is highly offensive to a reasonable person.

95. Defendant's willful and reckless conduct that permitted unauthorized access, removal, and disclosure of Plaintiffs' sensitive PII is such that it would cause serious mental injury, shame or humiliation to people of ordinary sensibilities.

96. The unauthorized access, removal, and disclosure of Plaintiffs' PII was without their consent, and in violation of various statutes, regulations, and other laws.

97. As a direct and proximate result of Defendant's intrusion upon seclusion, Plaintiffs suffered injury and sustained actual losses and damages as alleged herein.

98. Plaintiffs alternatively seek an award of nominal damages.

COUNT IV: UNJUST ENRICHMENT

(On behalf of all Plaintiffs)

99. Plaintiffs re-plead and incorporate by reference all prior paragraphs of this complaint.

100. By its wrongful acts and omissions described herein, Defendant has obtained a benefit by unduly taking advantage of Plaintiffs.

101. Defendant, prior to and at the time Plaintiffs entrusted their PII to Defendant, caused Plaintiffs to reasonably believe that Defendant would keep such PII secure.

102. Defendant was aware, or should have been aware, that reasonable consumers would want their PII secured and would not have contracted with Defendant, directly or indirectly, had they known that Defendant's information systems were substandard for that purpose.

103. Defendant was also aware that, if the substandard condition of and vulnerabilities in its information systems were disclosed, it would negatively affect Plaintiffs' decisions

1 to seek services from Defendant.

2 104. Defendant failed to disclose facts pertaining to its substandard information systems,
3 defects, and vulnerabilities therein before Plaintiffs made their decisions to make
4 purchases, engage in commerce therewith, and seek services or information.

5 105. Defendant denied Plaintiffs the ability to make an informed purchasing decision and
6 took undue advantage of Plaintiffs.

7 106. Defendant was unjustly enriched at the expense of Plaintiffs, as Defendant received
8 profits, benefits, and compensation, in part, at the expense of Plaintiffs; however,
9 Plaintiffs did not receive the benefit of their bargain because they paid for services
10 that did not satisfy the purposes for which they bought/sought them.

11 107. Since Defendant's profits, benefits, and other compensation were obtained
12 improperly, Defendant is not legally or equitably entitled to retain any of the benefits,
13 compensation, or profits it realized from these transactions.

14 108. Plaintiffs seek an Order of this Court requiring Defendant to refund, disgorge, and
15 pay as restitution any profits, benefits, and other compensation obtained by
16 Defendant from its wrongful conduct and/or the establishment of a constructive trust
17 from which Plaintiffs may seek restitution.

18 **PRAYER:**

19 Wherefore, Plaintiffs request that this Court award damages and provide relief as
20 follows:

- 21 A. For all compensatory damages, statutory damages, punitive damages, restitution,
22 and/or recovery of such relief as permitted by law in kind and amount;
23 B. For equitable relief enjoining Defendant from engaging in the wrongful conduct
24 complained of herein pertaining to the misuse and/or disclosure of Plaintiffs' PII,
25 and from refusing to issue prompt, complete, and accurate disclosures to Plaintiffs;
26 C. For injunctive relief requested by Plaintiff, including but not limited to:
27 i. prohibiting Defendant from engaging in the wrongful and unlawful acts
28

- described herein;
- ii. requiring Defendant to protect, including through encryption, all data collected through the course of business;
 - iii. requiring Defendant to delete and purge the PII of Plaintiffs unless Defendant can provide to the Court reasonable justification for the retention and use of such information when weighed against the privacy interests of Plaintiffs;
 - iv. requiring Defendant to implement and maintain a comprehensive security program designed to protect the confidentiality and integrity of Plaintiffs' PII;
 - v. requiring Defendant to engage independent third-party security auditors and internal personnel to run automated security monitoring, simulated attacks, penetration tests, and audits on Defendant's systems periodically;
 - vi. prohibiting Defendant from maintaining Plaintiffs' PII on a cloud-based database;
 - vii. requiring Defendant to segment data by creating firewalls and access controls so that, if one area of Defendant's network is compromised, hackers cannot gain access to other portions of Defendant's systems;
 - viii. requiring Defendant to conduct regular database scanning and securing checks;
 - ix. requiring Defendant to establish an information security training program for all employees, with additional training for employees' responsible for handling PII;
 - x. requiring Defendant to implement a system of tests to assess its respective employees' knowledge of the education programs discussed in the preceding subparagraphs, as well as randomly and periodically testing employees' compliance with Defendant's policies, programs, and systems for protecting PII;
 - xi. requiring Defendant to implement, maintain, review, and revise as necessary

1 a threat management program to monitor Defendant's networks for internal
2 and external threats appropriately, and assess whether monitoring tools are
3 properly configured, tested, and updated; and

4 xii. requiring Defendant to meaningfully educate Plaintiffs about the threats they
5 face due to the loss of their confidential PII to third parties, as well as the
6 steps affected individuals must take to protect themselves;

7 D. for pre- and post-judgment interest on all amounts awarded, at the prevailing legal
8 rate;

9 E. for an award of attorney's fees under Civil Code § 56.35, costs, and litigation
10 expenses; and


11 F. for all other Orders, findings, and determinations identified and sought in this
12 Complaint.

13
14 **JURY DEMAND**

15 Plaintiffs hereby demand a trial by jury for all issues triable by jury.
16

17
18 Dated: September 25, 2024

POTTER HANDY LLP

19 By: 
20 Tehniat Zaman, Esq.
21 Attorney for Plaintiffs
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25
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Attorneys for Plaintiffs

COMPLAINT: Attachment 1

Sarah Cantu, (See additional parties list with plaintiffs attached) v. 23ANDME, INC.,

1. William Rockholt	CA	28. Misty Davenport	CA
2. Zijazo Smith	CA	29. Colleen T Alcoser	CA
3. Walter Montgomery	CA	30. Kelley Ponto	CA
4. Lisa Mastracci-Hoeh	CA	31. Lisa Padilla	CA
5. Joshua Metteer	CA	32. John Yeu	CA
6. Sarah Letchworth	CA	33. Dottie Meredith	CA
7. Doris Palacios	CA	34. Jason Wu	CA
8. Paul Pollard	CA	35. Chris Carlson	CA
9. Micah May	CA	36. Alicia Conde	CA
10. Charles Jones	CA	37. Leo Blanco	CA
11. Anton Verenitch	CA	38. Ann Solomon	CA
12. Hally Soboleske	CA	39. Diego Ramirez	CA
13. Mike Byas	CA	40. Ryan Casarez	CA
14. Meg Salisbury	CA	41. Aaron Collins	CA
15. Mercedes Luarca	CA	42. Ametrius Sidney	CA
16. Robert Rushin	CA	43. Leonardo Teixeira	CA
17. Jameson Saberon	CA	44. Anna Stimson	CA
18. Vanessa Buschow	CA	45. Monique Humphreys	CA
19. Jacob Ferguson	CA	46. Scott Cassman	CA
20. Nancy Johnson	CA	47. Ashley Schuller	CA
21. Jessica Desrochers	CA	48. Brian Walter	CA
22. Angel Avilez	CA	49. Kenneth Cole	CA
23. Andrew Staples	CA	50. Anna Riedel	CA
24. Brianna Wallace	CA	51. Kyle Davies	CA
25. Christopher Corrigan	CA	52. Ashley Archer Vose	CA
26. Ashley Brown	CA	53. Alexandra Moore	CA
27. David Zavvar	CA	54. Sirjohn Hardiman	CA

55. Ryan Collier	CA	100 Jason Thompson	CA
56. Ulysses Ruvalcaba	CA	101 Renee Huerta	CA
57. Dylan Mooney	CA	102 Andrew Mikkelsen	CA
58. Caesar Feliz	CA	103 Matthew Kolbert	CA
59. Yadira Finneran	CA	104 Kristina Kehyeyan	CA
60. Charles Hahn	CA	105 Stephanie Bailey	CA
61. Mika Hanes	CA	106 Veronica Chavez	CA
62. Elizabeth Wong	CA	107 Beverly Ortiz	CA
63. Yvonne Aragon	CA	108 Joan McGuire	CA
64. Christopher Harwood	CA	109 Ken Gravatt	CA
65. Maya Gipson	CA	110 John Rea	CA
66. Lori Korhummel	CA	111 Kayla Bolin	CA
67. Othman Ouenes	CA	112 Brandon Hernandez	CA
68. Paris Stagner	CA	113 Alyssa Rincon	CA
69. Symphani Lindsey	CA	114 Naomi Jimenez	CA
70. Bathena Dixon	CA	115 Nick Osborne	CA
71. Brent Jones	CA	116 Le Pham	CA
72. Dafna Rosenberg	CA	117 Kimiko Koger	CA
73. Mariah Turbitt	Ca	118 Brian Byrne	CA
74. Phillip Dominguez	CA	119 Sabrina Gonzales	CA
75. Charlotte Hudson	CA	120 Seth Godfrey	CA
76. Tom Pettid	CA	121 Sean Donovan	CA
77. Marissa Drechny	CA	122 Ann Phillips	CA
78. Melissa Thompson	CA	123 Emily Vaughn	CA
79. Kelsey Graves	CA	124 Stephan MacDonald	CA
80. Walter Scott	CA	125 Micaela shoemaker	CA
81. Pete Tittl	CA	126 Crystal Dorantes	CA
82. Morgan Ito	CA	127 Hsin-Neh Rogers	CA
83. Debra Lase	CA	128 Deanne Nicolaysen	CA
84. Joshua Manzo	CA	129 Edward Berwick	CA
85. Amy Red Feather	CA	130 April Sullivan	CA
86. Courtney Schmick	CA	131 Kiley Willard	CA
87. Cathryn Starr	CA	132 Everett Grabeel	CA
88. Daryle Jenewein	CA	133 Mariah Ausk	CA
89. Kayleena Majeau	CA	134 Nancy Putnam	CA
90. Laura Conley	CA	135 Zerayacob Meshesha	CA
91. Matthew Anderson	CA	136 Brittany Jinks	CA
92. Brigitte Lowe	CA	137 Jennifer Glaser	CA
93. Jeannie Wilkerson	CA	138 Alexandra Hender	CA
94. Melinda Baudoin	CA	139 Damary Bodine	CA
95. Jessica Rivera	CA	140 Leah Beets	CA
96. Melissa Miller	CA	141 Adriana Perez	CA
97. Aaron Shugart	CA	142 Anthony Romero	CA
98. Joshua Allen	CA	143 Muzyar Rad	CA
99. Demetrius Morris	CA	144 Briana Fennell	CA

145	SunShine McWane	CA	190	Jim Euritt	CA
146	Yolanda Diemer	CA	191	Jill Barber	CA
147	Regina Abayev	CA	192	Tina Brown	CA
148	Donna Shepherd	CA	193	Seeba Bhatia	CA
149	Tom Campbell	IL	194	Natalia Vieira Santanna	CA
150	Kameron Askari	CA	195	Allana Morgan	CA
151	Corine Sanchez	CA	196	Sadee Burgess Curry	CA
152	Dana Barth	CA	197	Ambria Caldwell	CA
153	Michael Goluza	CA	198	Donna Cavazos	CA
154	Kelly Miller	CA	199	Hakan Yildirimer	CA
155	Tony Gutierrez	CA	200	Nicole Hardaway	CA
156	Anthony Nassaney	CA	201	Rachael Drake	CA
157	Leonard Garcia	CA	202	Brooks Humphrey	CA
158	Regina Arnett	CA	203	Julianna Rodriguez	CA
159	Katie Strauss	CA	204	Thomas Hernandez	CA
160	Adora Deleu	CA	205	Sabrina Hamawi	CA
161	Vy Lara	CA	206	Salvador Ovadia	CA
162	Sharon Larrabee	CA	207	Sheila Story	CA
163	Andy Faberlle	CA	208	Roland Barolli	CA
164	Kimberly Rowland	CA	209	Jared Iorillo	CA
165	Brian Lucena	CA	210	Alexis Slaten	CA
166	Robert Abkarian	CA	211	Nathan Lannan	CA
167	Dominique Vivian	CA	212	Jennifer Nicoletto	CA
168	Jess Payne	CA	213	Taylor Filasky	CA
169	Sebastian Gold	CA	214	Llanae Richards	CA
170	Frank Lopez	CA	215	Megan Duncan Nicholson	CA
171	Robert Mourino	CA	216	Renee Morales	CA
172	Stella Herzig	CA	217	Jacqueline Risso	CA
173	Gregory Pricoli	CA	218	Alecia Hull	CA
174	Lourice Boutros	CA	219	Teresa Rios	CA
175	Geraldine Rietdyk	CA	220	Tina Love	CA
176	Laura Hill	CA	221	Bonnie Liedtke	CA
177	Branden Brown	CA	222	Laura Lund	CA
178	Erica Evans	CA	223	Jessica Sherosick	CA
179	Brenda Costa	CA	224	Leah Welch	CA
180	David Youn	CA	225	Kristi Rainey	CA
181	Julian Ohayon	CA	226	Antoinette King	CA
182	Laura McAlister	CA	227	Joselin Pacheco	CA
183	Jeff Miller	CA	228	Bree Willis	CA
184	David Jaekel	CA	229	Christopher Salas	CA
185	Chrystal Burch	CA	230	Deborah Goncalves	CA
186	Nicholas Lopez	CA	231	Robert Swanson	CA
187	Dara Korn	CA	232	Stephanie Roberts	CA
188	Tracy Odowd	CA	233	Andrei Vasilj	CA
189	Nicolas Canavarro	CA	234	Amy Jones	CA

235 Rachel Maldonado	CA	279 Reymundo Hernandez	CA
236 Dana Simas	CA	280 Gloria Carrillo	CA
237 Arshia Helmi	CA	281 Makayla Martinez	CA
238 Elijah Diioia	CA	282 Nathan Kohen	CA
239 Dianne Miller	CA	283 Joshua Sierra	CA
240 Ryan Sansome	CA	284 Alexandra Amaya	CA
241 Adam Norbotten	CA	285 Leslie Martinez	CA
242 Yesenia Newbern	CA	286 Jodie Lambert	CA
243 Lisa Stone	CA	287 Lindsay Ridder	CA
244 Ashley Bradley	CA	288 Jason Mueller	CA
245 Kaikane Morton	CA	289 Pavan Athwal	CA
246 Carlo Castuciano	CA	290 James Novella	CA
247 Shelby Purcell	CA	291 Erika Sudekum	CA
248 Brandon Walter	CA	292 Brenda Pettit Silva	AZ
249 David Walsh	CA	293 Alicia Marazzani	CA
250 Jill Floyd	CA	294 Shawn Yamamoto	CA
251 Jussele Solis	CA	295 Raymond Moshola	CA
252 Josh Salik	CA	296 Erica Fernandez	CA
253 David Garcia	CA	297 Katherine Russell	CA
254 Ann Field	CA	298 Harilaos Petropoulakis	CA
255 Alexandra Zuck	CA	299 Campbell Keller	CA
256 Mohamed Kotrane	CA	300 Frank Velasquez	CA
257 Victoria Kinney LeClear	CA	301 Kevin Bodine	CA
258 Tim Ferry	CA	302 Ivan Aguirre	CA
259 Chase Caskey	CA	303 Tony Ramirez	CA
260 Scott Jones	CA	304 Calum Adair	CA
261 Tom Grissinger	CA	305 Sofia Peraza	CA
262 Damian Garcia	CA	306 Pedro Dominguez	CA
263 Daniel Boza	CA	307 Joseph Walsh	CA
264 Leticia Nyberg	CA	308 Carolyn Claybaugh	CA
265 Norma Roa	CA	309 Phillip Fosselman	CA
266 James Sullivan	CA	310 Jason Fenescey	CA
267 Michael Padgett	CA	311 Scott Miller	CA
268 Kenny Veldheer	CA	312 Britney Pollock	CA
269 Ashley Armstrong	CA	313 Jose Ortiz	CA
270 Michelle Navarro	CA	314 Gizelle Victoria	CA
271 Diane Fuentez	CA	315 Angel Castaneda	CA
272 Jandson Damasceno		316 Irene Schlesinger	CA
Rabelo	CA	317 Ronald Guerrero	CA
273 Joy Troup	CA	318 Candice Sheppard	CA
274 Alessandro Schiassi	CA	319 Chris Gaskin	CA
275 Findlay Grant	CA	320 Robert Navarro	CA
276 Jason Amos	CA	321 David Randalls	CA
277 Courtney Wade	Ca	322 Louie Navarro	CA
278 Carla Bravo	CA	323 Michael Connors	CA

324	Mikhail Hunzeker	CA	368	Monique Palma	CA
325	Lindsey Ferguson	CA	369	David Derrick	CA
326	Rachel Zargar	CA	370	Ariel Saliva	CA
327	Samantha Cypret	CA	371	Kaitlyn Schantz	CA
328	Stacey Mitchell	CA	372	David Galloway	CA
329	Cheyenne Howard	CA	373	Alicia Degmetich	CA
330	Luigi Muscolino	CA	374	Pauline Serna	CA
331	Sandi Devore	CA	375	Kimberly Roseli	CA
332	Frances Ber	CA	376	Tolisa Mitchell	CA
333	LaQuecia Weaks	CA	377	Jacqueline Alvarez	CA
334	Colleen A Smith	CA	378	Joseph Gilreath	CA
335	Jeffrey Turner	CA	379	Ron Pringle	CA
336	Gary Williams	CA	380	Brooke Phillips	CA
337	Crystal Kehle	CA	381	Brittani Railey	CA
338	Krystal Puga	CA	382	Marissa Larry	CA
339	Joel Duncan	CA	383	Ana Fisher	CA
340	Ryan Litherland	CA	384	William Stubbe	CA
341	Andre Abassi	CA	385	Jason Fryer	CA
342	Jordi Amavizca	CA	386	Mike Sommer	CA
343	Kelsey Collins	CA	387	Matthew Lawson	California
344	Matthew Stuckey	CA	388	Daniel Ardel	CA
345	NightSnow Vogt	CA	389	Steven Olivas Gonzalez	CA
346	Lu Saephanh	CA	390	Jermaine Price	CA
347	Gerald Heary	CA	391	Maria Johnson	CA
348	Ebony Scoggins	CA	392	Kelsi Crenshaw	CA
349	Farah Bharambeygui		393	Matthew Stephenson	CA
	Borbon	CA	394	Alicia Robbins	CA
350	Jeanna Pipoly	CA	395	Samuel Ruiz Pagam	CA
351	Carl Josefsson	CA	396	Bryan Johnson	CA
352	Stacey Stevens	CA	397	Mark Peters	CA
353	Tiffany Giancana	CA	398	Angela Roy	CA
354	Maia White	CA	399	Daniel Savala	CA
355	Michelle Allen	CA	400	Ethan Kahen	CA
356	Marianna Soto	CA	401	Anthony Familian	CA
357	Kalyn Ohano	CA	402	Naima Amos	CA
358	Lakshmi Nagireddi	CA	403	Kelly Barlolong	CA
359	Rosanna Heaslett	CA	404	Jolene Racine	CA
360	Kira Miftari	CA	405	Laura Morris	CA
361	Anastasia Grigoryan	CA	406	Jonathan Espino	CA
362	Cameron Meredith	CA	407	Denice Sanchez	CA
363	Wesley Daniel	CA	408	Daniel Mohsin	CA
364	Gerardo Diaz	CA	409	Bethany Apriyanto	CA
365	Manuel Gomez	CA	410	Earl Haylock	CA
366	Idanya Morgan	CA	411	Stacy Baggett	CA
367	Lance Snead	CA	412	Michele Cartee	CA

413 Matthew Hogan	CA	457 Martha Evangelho	CA
414 Unique Little	CA	458 Margaret Crabb	CA
415 Timothy Carlson	CA	459 Richelle Briasco	CA
416 Myriam Japiassu	CA	460 Meghan Goddard	CA
417 Michael Erickson	CA	461 Sandra Regan	CA
418 Sylvia Brallier	CA	462 Mallory Brenneman	CA
419 Tyler Pultro	CA	463 Sheila Shirian	CA
420 Shaun Akers	Ca	464 Sheryan Fisher	CA
421 Richard Hicks	CA	465 Ruby Makely	CA
422 Sandra Rogers	CA	466 victor Rivera	CA
423 Molly Hall	CA	467 Tyler Meldrum	CA
424 Maya Ebone Tanyao	CA	468 Susan Wilkins	CA
425 Patrick Shillings	CA	469 Nicholes Lais	CA
426 Niki Smith	CA	470 Story Jacobs	CA
427 Wesley D Northern	CA	471 Mark Bissell	CA
428 Rose Dawydiak-		472 Tristan Williamson	CA
Rapagnani	CA	473 Zachary Haber	CA
429 Ricky Keomany	CA	474 Roseanne Logan	CA
430 Patrick Ramirez	CA	475 Myriam Steptoe	CA
431 Natalie Larios	CA	476 Sarah Lukkarila	CA
432 Madelyne de la Espriella	CA	477 Samantha Aguilar	CA
433 Nina Angelique	CA	478 Tammy Bragg	CA
434 Martha Duhe	CA	479 Rus Laich	CA
435 Mina Bouadjenek	CA	480 Sandra Rowan	CA
436 Manuel Berru	CA	481 William Patrick Terrill	CA
437 Ray Zerbib	CA	482 Matrika Morgan	CA
438 Maria Martin	CA	483 Zaakiyah Brisker	CA
439 Wendy Walden	CA	484 Rebecca Narcisse	CA
440 Maria Martínez	CA	485 Marat Fayzullin	CA
441 Sabrina Jimenez	CA	486 Terry Ayon	CA
442 Zachary Allen	CA	487 Regan Brunetti	CA
443 Nicole Rocha	CA	488 Pranjai Gaur	CA
444 Sarah DeHay	CA	489 Wendy Martinez	CA
445 Margarita Acosta	CA	490 Zachary Borja	CA
446 Michael Hanagan	CA	491 Nicole Ybera	CA
447 Steve Brand	CA	492 Yoel Ferdman	CA
448 Lori Gilliar	CA	493 Youssef Al-shanti	CA
449 Tarl Bailey	CA	494 Wind King	CA
450 Vera Aguilar	CA	495 Zach Yan	CA
451 Pamela Michael	CA	496 Wayne Lewis	CA
452 Marlon Stern	CA	497 William Noren	CA
453 Matt Stratton	CA	498 Lorenzo Murillo	CA
454 Timothy Sanchez	CA		
455 Richard Davis	CA		
456 Rosalaura Garcia	CA		